

ADDENDUM NUMBER 5
TO RFP FOR PARKING FACILITY MANANGEMENT
CITY OF MIWAUKEE DEPARTMENT OF PUBLIC WORKS
OFFICIAL NOTICE 129

1. The response to question number six of Addendum Number 4 indicated that a copy of the current vendor contract was previously sent to potential proposers to Official Notice 129. This statement was made in error. Attached please find a copy of the current vendor's contract based upon low bid rather than a broader set of criteria as requested in Official Notice 129.

CITY OF MILWAUKEE, WISCONSIN

DEPARTMENT OF PUBLIC WORKS

CONTRACT for:

MANAGEMENT FOR FOUR (4) CITY OF MILWAUKEE OWNED PARKING STRUCTURES

Location:

2ND & PLANKINTON, 724 NORTH 2ND STREET
MACARTHUR SQUARE, 841 NORTH JAMES LOVELL STREET
4TH & HIGHLAND, 324 WEST HIGHLAND
1000 NORTH WATER STREET PARKING GARAGE

THIS CONTRACT, Made and entered into this 19TH day of OCTOBER, 2006 by and between CPS PARKING OF WISCONSIN, INC., hereinafter called "Contractor" and the City of Milwaukee, a municipal corporation of the State of Wisconsin, hereinafter called "City."

The parties hereto agree as follows:

The CONTRACTOR has offered by bid in writing to the Commissioner of Public Works of the City, hereinafter called "Commissioner", to furnish the material, equipment, labor and everything necessary for the completion of the work herein mentioned for the City, for the price and within the time specified, and according to the contract documents therefore on file in the Department of Public Works, and the Commissioner has awarded the work to the Contractor according to law;

The CONTRACTOR, in consideration of the payments hereinafter provided, for himself, his heirs, executors and administrators, or for itself and its successors, as the case may be, hereby covenants and agrees to and with the City to well and truly execute and perform the work and furnish the material, for the price bid, within the time specified, and according to the contract documents, which include:

1. Official Notice No. 84 Dated August 14, 2006
2. Invitation to Bid
3. Bid Dated September 14, 2006
4. General Specifications Dated January 31, 1992
5. Detail Specifications of Department Of Public Works Parking Section
Dated August, 2006
6. Plans of this particular project construction and contract
7. Special Provisions
8. Special Conditions if any
9. Addenda No. 1 Dated August 16, 2006
No. 2 September 13, 2006

which contract documents are hereby made a part of this contract as though set forth in full herein.

CONTRACTOR ACKNOWLEDGES TO BE FULLY AWARE OF THE CITY'S EBE PROVISIONS, THE RESIDENCE PREFERENCE PROVISIONS, AND THE APPRENTICESHIP PROVISIONS AS SET FORTH IN THE BID PROPOSAL PACKET.

CONTRACTOR ACKNOWLEDGES TO BE FULLY AWARE OF THE REQUIREMENT TO MAINTAIN COMPLETE AND ACCURATE PERSONNEL RECORDS AS REQUIRED UNDER THE EBE, RESIDENCE PREFERENCE, AND APPRENTICESHIP PROVISIONS.

CONTRACTOR ACKNOWLEDGES RESPONSIBILITY FOR ASSURING SUBCONTRACTOR COMPLIANCE WITH CITY INSURANCE REQUIREMENTS ON THIS CONTRACT AND AGREES TO PERMIT RANDOM CHECKS OF OFFICE RECORDS BY CITY STAFF TO SUBSTANTIATE SUCH COMPLIANCE. WHERE A DETERMINATION IS MADE THAT A SUBCONTRACTOR DOES NOT HAVE THE REQUIRED INSURANCE COVERAGE, THE PRIME CONTRACTOR MAY BE CONSIDERED IN BREACH AND/OR MAY BE CONSIDERED AS NOT BEING A RESPONSIBLE BIDDER ON FUTURE PROJECTS.

THE CONTRACTOR/LESSEE AGREES TO COMPLY WITH ALL APPLICABLE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990, 42 U.S.C. 12101, et seq.

THE FOLLOWING IS BASED UPON GROSS REVENUE LESS SALES TAX FIGURES FOR MANAGEMENT OF THE CITY OF MILWAUKEE'S FOUR (4) PARKING STRUCTURES TO INCLUDE THE LABOR, EQUIPMENT AND EVERYTHING NECESSARY FOR THE COMPLETION OF THE WORK LISTED IN OFFICIAL NOTICE 84.

724 N. 2 ND ST.	1.25%
MACARTHUR SQUARE	1.25%
324 W. HIGHLAND AV.	1.25%
1000 N. WATER ST.	1.25%

And the CONTRACTOR agrees to be liable for all damages occasioned by the digging up, use, or occupancy of the street, alley, highway, or public ground which may result from the carelessness of such CONTRACTOR, his agents, employees, or workers.

Pursuant to the provisions of Section 7.25 of the Milwaukee City Charter, the Commissioner of Public Works reserves the right to determine whether the work has been improperly or imperfectly performed. The Commissioner of Public Works further reserves the right to adjust and determine all questions as to the amount earned under the contract, including deducting from the final payment any costs related to the repair of public facilities damaged by the CONTRACTOR on the contract.

And the CONTRACTOR hereby agrees to and with the City: (1) to complete the work in the manner and form specified within (N/A)* working days from the date specified in the notice to proceed with the work, which notice is to be given within a reasonable time after the date of this contract.

*THE TERM OF THIS CONTRACT AND ALL OF THE PARKING MANAGER'S RIGHTS AND OBLIGATIONS HEREUNDER SHALL COMMENCE ON NOVEMBER 1, 2006, AND CONTINUE THROUGH OCTOBER 31, 2009. CONTRACT MAY BE EXTENDED FOR UP TO ONE (1) ADDITIONAL TWO-YEAR PERIOD SUBJECT TO AGREEMENT BY THE PARTIES AND ANNUAL PERFORMANCE BOND RENEWAL.

ADDENDUM NUMBER 1 – August 16, 2006

Specifications for
Parking Structure Management Contract
For four City of Milwaukee-Owned Parking Structures
August 2006

To all firms who have purchased a copy of the bid specifications listed above:

Three errors in the specifications must be corrected. They are as follows:

1. Located on page 2 in the section labeled **“Instructions to Bidders”**, and in the paragraph entitled **“Interpretation of Contract Documents”**, **the first sentence is deleted and the following sentence should be inserted in its place:**

“If any person who contemplates submitting a bid is in doubt as to the true meaning of any part of the bid form, specifications, or other proposed contract documents, that person may submit to the Commissioner of Public Works a written request for an interpretation thereof not later than 4:00PM on September 5, 2006.”

2. At the bottom of page 12 in Article III, Section C 2, letter “c”, should be changed to read:

“Keep each structure clean and free of all waste and debris and regularly clean out all waste receptacles. At MacArthur Square, this includes the tunnel entrance into the lower level of MacArthur Square. The parking manager must arrange for the collection and disposal of all waste and debris including that which may be found at the entrance/exit to or from each parking facility. If necessary, parking maintenance staff may wish to sanitize the waste prior to removing it.”

3. On page 15 in Article 3 E under **“City Responsibilities”** in the second sentence, please delete the words:

“..., to wash down the parking decks and drive ramps (weather permitting);...”

Insert the above phrase on page 13 at the bottom to read:

“s. Wash down the parking decks and drive ramps (weather permitting).”

Please sign this page and fax back to (414)-286-0535 acknowledging that you have received and read Addendum Number 1 for the specifications regarding the management of four City of Milwaukee-owned parking structures. Also, please include a signed copy of Addendum Number 1 with your bid submission.

Signature

Print Name

Date

Telephone Number

Company Name



Department of Public Works

Jeffrey J. Mantes
Commissioner of Public Works

James P. Purko
Director of Operations

September 13, 2006

OFFICIAL NOTICE 84 – 2006

ADDENDUM NO. 2

NOTICE TO CONTRACTORS intending to bid on Official Notice No. 84 which covers MANAGEMENT OF FOUR (4) CITY OWNED PARKING STRUCTURES for the City of Milwaukee.

It has come to our attention that the page to acknowledge the addenda (# 5 below) was not included in the original bid package. In order to clarify the pages that **MUST** be returned with your bid and bid security, we are faxing all the necessary pages.

1. Bid page (page 43 & 44)
2. Bid price page (page 45)
3. Signature page. Note: This page must be signed in two places and notarized.
4. Non-collusion Affidavit. This page must be signed and notarized.
5. EBE-Residency page. This page indicates the EBE and Residency requirements and requires the bidder to acknowledge receipt of both addenda that have been issued.

Very truly yours,

Thomas H. Miller
Coordination Manager

Attachments



Department of Public Works

Jeffrey J. Mantes
Commissioner of Public Works

James P. Purko
Director of Operations

August 24, 2006

RE: Responses to three questions related to City of Milwaukee Official Notice 84 that were sent to the City of Milwaukee dated August 23, 2006

TO: All companies who have purchased specifications related to Department of Public Works Official Notice Number 84

FROM: Cindy Angelos, Parking Financial Manager, Fax: 414-286-0535 LA

We have received three questions from one of the companies who purchased bid specifications for the management of four City of Milwaukee-owned parking structures. The questions and the City's responses follow:

1) What does the performance bond protect the city against?

The performance bond protects the City against a contractor who fails to substantially perform the duties outlined in the bid specifications. For legal clarification, contractors are requested to consult an attorney.

2) Why is the dollar amount so high; i.e. what could you do wrong that could cause them \$500,000 of expenses?

The parking structure manager handles significant amounts of money, both in expenses and revenues at each of the four structures, which is reflected in the performance bond amount.

3) Exactly how will the performance bond be worded, i.e., under what circumstances can the city come to the bank and/or surety company and demand payment of \$500,000?

A copy of the performance bond form is attached. If the contractor was terminated for nonperformance, the City could demand that the bonding company provide a suitable replacement contractor at the same price, or the bonding company could pay the City what it would cost the City to obtain performance, up to the bond amount. Consult your attorney for legal clarification.

Attachment

**Department of Public Works
City of Milwaukee
Service Contract Wage Requirement Provisions**

I. General

- A. In accordance with Chapter 310-13 of the Milwaukee Code of Ordinances, adherence to a Minimum Wage Requirement is mandatory for all Department of Public Works' Service Contracts. The ordinance requires that all workers, permanent or temporary, employed in any work performed as part of a service contract, as defined in II B herein, awarded after December 31, 1995, shall receive and be paid a sum of not less than \$6.05 per hour. On March 1, 1996, and each March 1 thereafter, the minimum hourly wage shall be adjusted to the amount required to produce, for 2080 hours worked, an annual income equal to the U.S. Department of Health and Human Services most recent poverty guideline for a family of three. No contractor may use the minimum wage requirement of this subsection to reduce the wage paid to any person employed by the contractor as of December 31, 1995.
- B. The Contractor agrees to prepare and submit an affidavit, Form J, within ten days following the Contractor's completion of the contract, and to procure and submit a like affidavit from every subcontractor employed by the contractor to the Department of Public Works regarding every person employed on or under this contract or subcontract. Said affidavits shall certify that each and every employee has been paid in full the amount of not less than **\$7.98** per hour and that there has not been, nor is to be, any rebate or refund of any part of said wages by the employee to the employer.
- C. During the performance of this contract, the Department of Public Works reserves the right to conduct compliance reviews. If the Contractor is not in compliance with the specifications, the Commissioner of Public Works will notify the Contractor in writing of the corrective action that will bring the contractor into compliance. If the contractor fails or refuses to take corrective action as directed or if the contractor, prime or sub, submits any documents which contain any fake, misleading or fraudulent information or if the contractor or subcontractor fails to comply with this ordinance, the Department of Public Works may take one or more of the actions listed below:
1. Withhold payments on the contract.
 2. Terminate, suspend, or cancel the contract in whole or in part.
 3. After due process, consider debarment of the contractor from bidding for a one-year period after the first violation and for a three-year period after the second.
 4. Any other remedy available to the City at law or in equity.

**Department of Public Works
City of Milwaukee
Service Contract Wage Requirement Provisions**

II. Definitions

- A. Professional Service Contract – any contract in which the majority of workers engaged in the performance of the contract perform work which:
 - 1. Is predominantly intellectual and varied in nature, as opposed to work which involves routine mental, manual, mechanical or physical labor.
 - 2. Requires advanced knowledge in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher education or a hospital.
- B. Service Contract – any contract with the City for the provision of service to any City department or agency with a budget under the control of the Common Council which has a value exceeding \$5,000.00. Each bid specification or request for proposal (RFP) will be reviewed and a determination made as to whether the proposed contract constitutes a service contract. A service contract does not include any contract which involves the purchase of goods, a professional service contract, a Department of Public Works' contract regulated under S 309-25, a contract administered by the Office of Community Block Grant Administration (CDBG), or a contract with the Milwaukee Public Schools.

III Service Contract Utilization Requirements

- A. For every service contract as defined in II B above, the minimum hourly wage specified in I B above shall be kept posted by the contractor at the site of the work in a prominent place where it can be easily seen and read by persons employed in the performance of such contract. In addition, copies of the minimum hourly wage requirement shall be supplied to any person employed in the performance of a service contract at the request of such person and within a reasonable period of time after the request.
- B. The Department of Public Works will review and monitor all public works service contracts for compliance. Complaints from service contractors and service contract employees relating to compliance will be received and investigated by the Department with imposition of appropriate sanctions upon any contractor who provides false information or fails to comply with the provisions of this ordinance.
- C. Any person employed in the performance of a DPW service contract as defined in II B may, within one year from the date of an alleged failure to comply, fill a written complaint to the Department of Public Works regarding the failure. No service contractor may discharge, reduce the compensation of, or otherwise retaliate against any person employed in the performance of a service contract for making a complaint to the Department of Public Works or for using any civil remedies to recover damages.

**Department of Public Works
City of Milwaukee
Service Contract Wage Requirement Provisions**

D. Right to Appeal.

Any service contractor or service contract employee who objects to any decision or action of the Department of Public Works relative to application or enforcement of this ordinance may appeal such decision to the Administrative Review Appeals Board. The appeal shall be initiated in writing and sent to the Commissioner of Public Works. The appeal shall state the specific objection to the decision or action, include supporting documentation, and specify an alternative recommendation. The Commissioner of Public Works shall schedule a hearing before an appeal's committee consisting of the Chair of the Economic Development Committee or the Chair's designee, a member of the Economic Development Committee selected by the Chair, and the Director of Equal Opportunities Disadvantaged Business Enterprise to be held within five (5) days of receipt of the appeal. The Committee shall have the authority by majority vote to affirm or set aside the recommendation of the Commissioner of Public Works and its decision in this regard shall be final.

And the CONTRACTOR hereby guarantees and agrees to and with City that, in case the contractor shall fail to fully and completely perform this contract within the time herein limited for the performance thereof, they will pay to the City, as liquidated damages for such default, the sum of (N/A) dollars per day for each and every day's delay in completing this contract, after the expiration of time wherein limited for its completion.

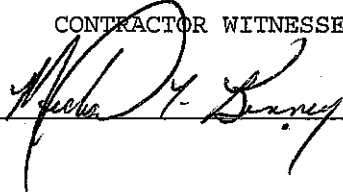
In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, age, handicap, national origin or ancestry, disability, lawful source of income, marital status, or family status. The said provision shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, lay off or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available for employees and applicants for employment notices setting forth the provisions of the non-discrimination clause.

It shall be the duty of the EQUAL RIGHTS COMMISSION to initiate or receive and investigate complaints charging violations; to make a prompt and full investigation of each such complaint; to attempt to eliminate any unlawful practice through conciliation and persuasion, and, should conciliation and persuasion fail, to request the City Attorney to commence proceedings in the appropriate Court in the name of the City.

This agreement constitutes the entire agreement between the parties relating to the subject matter contained herein. All prior understandings, agreements, correspondence and discussions of the parties are merged into and made a part of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in quadruplicate under their several seals, the day and year first above written, the name and corporate seals of each corporate party hereto affixed and this instrument duly signed by its duly authorized representative.

CONTRACTOR WITNESSES



THIS CONTRACT WAS
DRAFTED BY THE OFFICE
OF THE CITY ATTORNEY


CPS PARKING OF WISCONSIN, INC.

CONTRACTOR (Seal)

100 EAST WISCONSIN AVENUE, STE. 230

MILWAUKEE, WI 53202

Business Address


By  Senior Vice President
Signature Title

By Alan J. Kahn
Printed

By _____
Signature Title

By _____
Printed

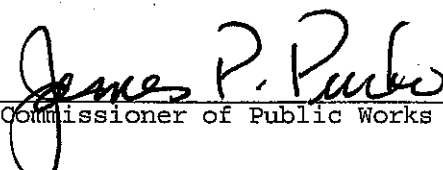
CITY OF MILWAUKEE

Countersigned 04/13/2007 

Comptroller

SPECIAL DEPUTY

DEPUTY

By 
Commissioner of Public Works

DEPARTMENT OF PUBLIC WORKS

CONTRACT NO. C514060097

OCTOBER 19 , 2006
(Date)

Official Notice 84 (8/14/06)

CPS PARKING OF WISCONSIN, INC.

Fund Number	Reserve
634005 0450 6610 504	\$ <u> </u>
R999 06	\$ <u> </u>
<u> </u>	\$ <u> </u>
<u> </u>	\$ <u> </u>
Assessable <u> </u>	\$ <u> </u>
Total <u> </u>	\$ <u> </u>

With
THE CITY OF MILWAUKEE

For

PARKING STRUCTURE MANAGEMENT

CONTRACT FOR MANAGEMENT OF FOUR (4) CITY OF MILWAUKEE OWNED PARKING STRUCTURES:

MACARTHUR SQUARE, 841 NORTH JAMES LOVELL STREET, MILWAUKEE, WI
2ND & PLANKINTON, 724 NORTH 2ND STREET, MILWAUKEE, WI
4TH & HIGHLAND, 324 WEST HIGHLAND, MILWAUKEE, WI
1000 N. WATER ST. PARKING GARAGE, 1000 NORTH WATER STREET, MILWAUKEE, WI

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

CPS PARKING OF WISCONSIN, INC.

(Name of Contractor)

2401 21st Avenue South, Nashville TN

(Address of Contractor)

a Central Parking Corporation, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and BERKLEY REGIONAL INSURANCE COMPANY

(Name of Surety)

475 Steamboat Road, Greenwich, CT 06830

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

CITY OF MILWAUKEE

(Name of Owner)

Department of Public Works, 841 N. Broadway, Milwaukee, WI 53202

(Address of Owner)

hereinafter called Owner, in the penal sum of

FIVE HUNDRED THOUSAND AND 00/100 ----- Dollars, \$ (500,000.00)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 19th day of October 2006, a copy of which is hereto attached and made a part hereof for the ~~construction~~

Management of four (4) City of Milwaukee Owned Parking Structures located at 724 North 2nd Street,

841 North James Lovell Street, 324 West Highland, 1000 North Water Street Parking Garage

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts; each one of which shall be deemed an original, this the 5th day of April, 20 07.

CPS PARKING OF WISCONSIN, INC.

(SEAL)

Principal

Witnesses

Kimberly barone

By

H. J. Albright

Senior Associate Counsel

Title

2401 21st Avenue South, Nashville

Address

87212

BERKLEY REGIONAL INSURANCE COMPANY

Surety

Surety Witnesses

c/o Marsh USA Inc.

P.O. Box 36012

Knoxville, TN 37930

Surety - Contract MAILING Address

Kevin L. Bloodworth

Kevin L. Bloodworth

Tavishi Agrawala

Tavishi Agrawala

By

Elizabeth A. Hartzberg

Attorney-in-Fact or Agent

Elizabeth A. Hartzberg

(SEAL OF SURETY)

Name of Surety Contact Person Elizabeth A. Hartzberg and Phone Number 615-340-2515
(Please Print)

NOTE: The affidavit on the following page must be properly executed before this bond will be approved. Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list and be authorized to transact business in the State where the project is located.

AFFIDAVIT

(With Performance Bond)

STATE OF ~~WISCONSIN~~ TENNESSEE
 DAVIDSON)
 MILWAUKEE COUNTY)

Elizabeth A. Hartzberg, being first duly sworn,
 on oath deposes and says that he/she is Attorney-in-Fact
(attorney-in-fact)
or agent) of Berkley Regional Insurance Company
(Bonding Company)
 and is duly authorized to sign for and on behalf of said company, surety on the attached contract,
 executed by CPS Parking of Wisconsin, Inc.
(Contractor)

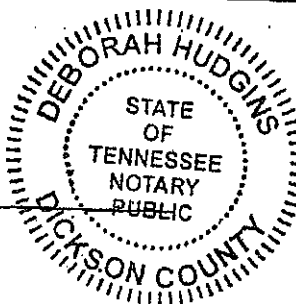
Affiant further deposes and says that no city official, or city employee, of the City of Milwaukee has an interest, directly or indirectly, or is receiving any premium, commission, fee, or other thing of value, on account of the sale or furnishing of this bond, undertaking or contract of indemnity, guaranty, or suretyship, in connection with the above-mentioned contract.

Elizabeth A. Hartzberg
 (Signature)
 Elizabeth A. Hartzberg

Subscribed and sworn to before me this

5th day of April, 2007

Deborah Hudgins
 Notary Public, ~~Milwaukee Co. Wisconsin~~

My commission expires January 10, 2010

**POWER OF ATTORNEY
BERKLEY REGIONAL INSURANCE COMPANY
WILMINGTON, DELAWARE**

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, Connecticut, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Tim J. Brandt, John A. Goley, E.J. Pennisi, Jr., Elizabeth A. Hartzberg or Deborah S. Hudgins of Marsh U.S.A. of Nashville, TN** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Twenty Million and 00/100 Dollars (\$20,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

"RESOLVED, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein; and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 29 day of January, 2007.

Attest:

Berkley Regional Insurance Company

(Seal)

By

Ira S. Lederman

Senior Vice President & Secretary

By

Robert P. Cole

Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 29 day of January, 2007, by Robert P. Cole and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

**EILEEN K. KILLEEN
NOTARY PUBLIC**

Eileen K. Killeen
Notary Public, State of Connecticut

MY COMMISSION EXPIRES 6/30/2007

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 5th day of April, 2007.

(Seal)

John F. Beers
John F. Beers